

10/7/02

10-15-2002

185,550-073

Form PTO 1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM (TRADEMARKS)



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COMMERCE
mark Office

2002 OCT -7 AM 9:23

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **FINANCE SECTION**
 TPN Register, L.L.C.
 Individual(s)
 General Partnership
 Corporation
 Other _____
 Association
 Limited Partnership

2. Name and address of receiving party(ies)
 Name: Credit Suisse First Boston, as Administrative Agent
 Internal Address: _____
 Street Address: 11 Madison Avenue
 City: New York State: NY Zip: 10010
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Additional name(s) of conveying party(ies) attached? Yes No

1. Nature of conveyance:
 Assignment
 Security Agreement
 Corporation-State
 Merger
 Change of Name
 Other: Grant of Trademark Security Interest
 Execution Date: September 27, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) None.
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,269,363

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Gina M. Durham
 Internal Address: _____
 Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
 City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Gina M. Durham Signature October 7, 2002 Date
 Name of Person Signing
 Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/11/2002 6TOM11 00000067 2269363

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40.00 DP

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TPN REGISTER, L.L.C., a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, TPN Register, L.L.C., a Delaware limited liability company ("**Company**"), has entered into a Credit Agreement dated as of September 27, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Credit Suisse First Boston, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of September 27, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Providers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of September 27, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia,

tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27th day of September, 2002.

TPN REGISTER, L.L.C., a Delaware limited liability company

By: **GEIS HOLDINGS, INC.**, its sole member

By

Name: Jean-Jacques Charhon

Title: Senior VP and CFO and Treasurer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademarks Registered:

<u>Owner</u>	<u>US Trademark Description</u>	<u>Reg. Date</u>	<u>Registration Number</u>
TPN Register, L.L.C.	TPN POST	08/10/99	2,269,363

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail (Receipt No. EL870199191US)

in an envelope addressed to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

on October 7, 2002.



Gina M. Durham